

AGREEMENT

between

THE WAREHAM SCHOOL COMMITTEE

and

THE WAREHAM EDUCATION ASSOCIATION, INC.

UNIT A

September 1, 2017 - August 31, 2020

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PREAMBLE

Pursuant to the provisions of Chapter 150E, this Agreement is entered into this 1st day of September, 2017, by and between the Wareham School Committee, hereinafter called the "Committee" and the Wareham Education Association, Inc., hereinafter called the "Association".

Whereas the parties have reached certain understandings that they desire to confirm in this Agreement, the following principles and procedures are hereby adopted.

Article I – Recognition

- A. For purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the Committee recognizes the Association, "Unit A", as the exclusive bargaining agent for the following full-time and regular part-time professional employees, including those employees in positions which are state and federally funded, as follows: Classroom teachers, including Art, Music, Physical Education Specialists; Team Chairs; Teachers of Distributive Education; Special Needs; Special Needs Classroom Resource Room, Speech and Language Therapists/Pathologists, Teachers for the Visually Impaired; Librarians; Audio-Visual Director; Nurses; Deans; Department Chairs; Guidance Vocational, Special Needs Vocational, Guidance Counselor, Adjustment Counselor, School Psychologist; Work Study/Work Experience Counselor; Title 1 Supervisor; Long term substitutes; Lead Teachers; Instructional Leaders; Adjustment Counselor, Behaviorist, JROTC Instructor, Social Worker and excluding as follows: Principals, Assistant Principals, Assistant to the Principal, Dean of Students, Chapter 188 Supervisor and Directors (Transportation, Even Start/Early Childhood), Teacher Assistants, School Secretaries/Clerks, Substitutes, Tutors, Nurse Practitioners, and Custodians.
- B. Long-term substitute teachers are teachers employed at least ninety-one consecutive working days in one position. Long-term substitutes will commence full coverage and benefits on a pro-rata basis under this contract on the ninety-second (92) work day of employment. The Superintendent, in his/her sole discretion, may place such long-term substitutes on the first, second, or third step of the Bachelor's Column of Appendix A.
- C. In the event the Committee hires a teacher for a full teacher work year, then such teacher shall be covered by the terms and conditions of this Agreement for one year. This provision shall not be applicable to Special Substitutes.
- D. Unless otherwise specified, the term "teacher" shall include all members of the Bargaining Unit.
- E. Unless otherwise specified, the benefits of a part time bargaining unit member shall be prorated. The proportions of benefits received shall be equal to the percent of employment vis-à-vis full time employment.

Article II - Compensation and Other Conditions of Employment

- A. Subject to the provisions of this Agreement (and except as provided otherwise by Appendix A attached hereto and made a part hereof) the wages, hours and other conditions of employment applicable to the teachers covered by this Agreement on the effective date of this Agreement shall continue to be so applicable.

B. CORI

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools and his/her designee shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three (3) years. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that s/he be given his/her reports.

After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

Article III - Non-Discrimination Clause

Teacher assignments will be made without regard to race, creed, color, national origin, religion, sex or marital status or any other basis prohibited by law. The Committee and the Association agree not to discriminate against any member of the bargaining unit on the basis of race, color, creed, sex, religion, national origin, marital status or any other basis prohibited by law.

Article IV - No Strike

No teacher covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services.

Article V - Committee Rights

The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Committee and/or Superintendent under the statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth. The Committee and/or Superintendent retain those rights, powers, and duties they now have or may be granted, or have conferred upon them by law, unless modified or changed by this Agreement. Any action made by the Committee and/or Superintendent pursuant to those matters reserved to them by this Agreement shall not be made the subject of the provisions of the grievance procedure.

Article VI - Grievance Procedure

A. Definitions

1. Grievance - A grievance is a dispute over the interpretation or application of the terms or provisions of this Agreement.
2. Grievant - A grievant may be an individual teacher, the Association, or a class of teachers.

3. Days - Days shall mean school days except during the summer recess when days shall mean when the Central Office is open.
- B.
1. All grievances shall be in writing and shall specify the nature of the grievance, article or articles of the Agreement alleged to have been violated and the remedy sought.
 2. A grievant may present a grievance to the Committee or its agents and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings and no settlement inconsistent with the terms of this Agreement may be effected.
 3. All grievances brought before the Committee will be held in executive session.
 4. The grievant may be represented at all levels of the procedure by representative(s) of the Association and/or the Massachusetts Teachers Association.
- C. The purpose of the Grievance Procedure is to produce prompt and equitable solutions to problems which from time to time may arise. The Committee and the Association desire that the state Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level 1 - Principal or Director to Designee

A grievant shall present his/her grievance to the appropriate Principal or Director within twenty (20) days from the date when the facts giving rise to the grievance occurred or when the grievant should have known of said occurrence. The Principal or Director shall meet with the grievant within five (5) days from receipt of such grievance and render a written decision to the grievant within five (5) days from such meeting.

Level 2 - Superintendent or Designee

If the grievance has not been resolved at Level 1 to the satisfaction of the grievant, s/he may appeal the decision to the Superintendent within twenty (20) days from receipt of such decision. The Superintendent shall meet with the grievant to discuss the grievance within ten (10) days from receipt of the written appeal and render a written decision within ten (10) days next following the meeting.

Level 3 – Committee

If the grievance has not been resolved at Level 2 to the satisfaction of the grievant, s/he may appeal the decision to the Committee within twenty (20) days from receipt of the Level 2 decision. At this time, a Level 3 Association Grievance, involving a class action grievance, will identify the individuals involved. The Association will submit an estimate of the amount of time the Association will need to present the grievance. The Association and the Superintendent will mutually agree upon the school committee meeting date and will schedule a time slot during which the grievance will be presented. Within fifteen (15) days from said meeting, a written response will be sent to the grievant and the Association.

Level 4 – Arbitration

- a. If the grievance has not been resolved at Level 3 to the satisfaction of the Association within fifteen (15) days after the receipt of the decision at Level 3, the Association and the Committee shall forthwith attempt to mutually select an arbitrator and to secure his/her services to hear the grievance. If within ten (10) school days following the Committee's receipt of the Association's written notice, the parties have not been able to select an arbitrator, the Association shall forthwith submit the grievance to the American Arbitration Association, Boston, Massachusetts, for disposition in accordance with the applicable rules of the American Arbitration Association. The Arbitrator's decision will be final, binding and in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted by the parties.
- b. The Arbitrator is without authority to render a decision which requires the commission of an act prohibited by state law or which is violative of the terms of this Agreement.
- c. All cost for the services of the Arbitrator shall be borne equally by the Committee and the Association.
- d.
 1. If a grievance is not initiated or appealed in accordance with this Grievance Procedure, the grievance shall be deemed waived.
 2. Association grievances which affect the teachers in more than one building may be initiated at Level 2 within twenty (20) days from the date when the facts giving rise to the grievances occurred or when the grievant should have known of said occurrence.
 3. No written document or record relating to any grievance shall be filed in the personnel folder of any teacher.
 4. The time limits herein may be extended, in writing, by mutual agreement of the Committee and the Association or their respective designees.

Article VII - Scope of Negotiations

- A. This Agreement incorporates the entire understanding of the Committee and the Association on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither the Committee nor the Association shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.
- B. This Agreement may not be modified in whole or in part by the Committee or the Association except by an instrument in writing duly executed by them.

Article VIII - Mileage Reimbursement

- A. Teachers shall be entitled to mileage reimbursement of an amount equal to the rate per mile as established by the U.S. Internal Revenue Service.
- B. Teachers seeking reimbursement must notify the Superintendent's office, in writing, on a form which will be provided.

Article IX - Notification to Teachers

Each teacher returning to the Wareham School System should receive by October 1, of each year, a notice stating (when available):

1. His/her salary for the present school year;
2. The amount of his/her supplemental salaries,
3. His/her accumulated sick leave.

Article X - Termination of Services

Teachers shall give thirty (30) school days' notice when terminating their services. A teacher resigning between August 1 and the beginning day of school in September shall give sixty (60) days' notice. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the teacher involved. Unless so approved by the Superintendent, violation of this provision will be included in any future reference requests.

Article XI - Payroll Deductions

A. Dues

1. The Committee agrees to deduct from the salaries of its teachers dues for the Association, the Plymouth County Education Association, the Massachusetts Teachers Association and the National Education Association, and Associations for which teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Teacher authorization will be in writing in the form set forth infra.

DUES AUTHORIZATION CARD

Name _____
Address _____

I hereby request and authorize the Wareham School Committee to deduct from my earnings and transmit to the Association checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Association(s) in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies deducted and transmitted in accordance with this authorization relieve the School Committee and all its officers from any liability therefore.

2. The Wareham Education Association, Inc., named in Section 1 will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days' written notice prior to the effective date of any change in membership dues.
3. Deductions will be made as agreed by the Association and the Town Treasurer.
4. Continuing cash members are those who choose to pay dues directly to the Association. Notwithstanding the above said cash members must pay their full dues

by December 31 of each school year. In the event they do not make such payment by December 31, as so certified to the Committee by the Association to the extent certified, then in such event the dues authorization previously executed on file in the Superintendent's office shall become operative.

5. No later than October 15, of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section 1 above. This authorization shall be stated prior to September 30. The Committee will notify the Association monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions s/he previously authorized must notify the Committee and the Association concerned in writing sixty (60) days prior to the commencement of the school year.
6. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

B. Other Deductions

Other deductions will be allowed at the request of the teacher for the following:

Professional dues	Life Insurance
A bank or credit union	Health Insurance
Annuity Programs	Cafeteria Plan

Article XII - Family and Medical Leave Act

A member who has been employed for one complete school year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for birth, adoption, foster care, placement of a child, and/or for a serious health condition affecting the employee or the employee's spouse, child or parent in accordance with the Federal Family and Medical Leave Act.

Article XIII - Sick Leave

- A. Teachers shall be allowed fifteen (15) days per year for absences due to said teacher's personal illness, disability, or injury; or illness or injury in the immediate family (as defined in Article XIV, subsection C). The fifteen (15) days per school year shall be effective as of the first day worked by the teacher in each school year. First year teachers shall be granted three (3) days sick leave at the beginning of their employment and shall accrue sick leave at the rate of one and one half days per month beginning in the third month of their employment.
Following five days of sick leave usage in any school year, if a good faith determination of a pattern of sick leave misuse is made by the administration, they may request a doctor's certificate. Such request shall not be made in an arbitrary or capricious manner.
- B. Sick leave that is not used each year shall accrue. Any unused personal leave days (as defined in Section XIV, A) will be contributed to accumulated sick leave. The maximum accrual shall be 130 days.
- C. Sick Bank
 1. A sick leave bank for all nurses and members of the bargaining unit with Professional

Teacher Status shall be established. The Wareham School Committee shall make an initial contribution of one hundred (100) sick days. Eligible teachers who wish to be members of the sick leave bank shall become members by contributing one sick day of their accumulated sick leave each year until the bank contains five hundred (500) sick days. Teachers who enter the Wareham School Department and/or become Professional Teachers after the establishment of the sick leave bank shall become eligible by contributing one sick day to the bank. As of September 30 each year, if the sick bank contains fewer than 500 sick days, eligible teachers shall contribute one sick day in order to remain a member. Sick bank members will remain active members unless they notify the clerk in writing by September 15 of the school year. New members must sign up by September 15.

2. The sick leave bank shall be administered by a joint committee consisting of two school committee members appointed by the Wareham School Committee, two Wareham Education Association sick bank members appointed by the Wareham Education Association, and the Superintendent of Schools who shall be a non-voting member who serves as the Clerk of the Committee. School Committee members and Wareham Education Association members of the Sick Bank Committee shall be appointed annually and limited to a maximum term of four (4) years. The Clerk shall be responsible for posting an annual list of available days in the bank.
3. Eligible members who have used up all of their accumulated sick leave may apply to use the sick leave bank provided that application is made to the Sick Bank Committee, and said application states the nature of the disability and the anticipated period of recovery. A physician's letter confirming the disability and anticipated period of recovery shall accompany the application.
4. The minimum number of sick days that can be granted for a single disability shall be five (5) and the maximum number shall be fifty (50). The amount of days granted shall be granted on a matching basis up to the maximum number of fifty days e.g., if the eligible teacher used forty of his/her sick days because of the disability, the sick leave bank could grant no more than forty days to the teacher. Notwithstanding the provisions of the previous two sentences of this section, sick leave bank members are eligible to apply to the Bank up to two times per disability for a total amount of days not to exceed one hundred (100).
5. In the event of a new contract or an extension of an existing contract, the balance of days in the sick leave bank will be carried over to the succeeding contract.

Article XIV - Paid Temporary Leaves of Absence

A. Personal Leave

Teachers will be entitled to three (3) days of absence for personal, business, legal, household or family matters which require absence during school hours. Applications for leave pursuant to this section shall be made at least forty-eight (48) hours before taking such leave, except in case of emergency. The application for said leave shall be set forth in writing. If no personal days are used, one will carry over to the next school year. Any unused personal leave days, with the exception of said carry over day, will be added to accumulated sick leave subject to the 130 sick day accrual maximum (as defined in Article XIII, B). Personal leave shall not be taken for the purpose of extending a school recess or holiday period. If a personal leave is requested immediately prior to or following a vacation, the Superintendent will review the

request and may grant it under extraordinary circumstances. The Superintendent will respond promptly to applications for personal leave. Additional days without pay may be granted by the Superintendent in the exercise of his/her sole discretion. The decision of the Superintendent on whether or not to grant additional days shall not be subject to grievance or arbitration.

B. Court Leave

If a teacher is required to appear in a Court of Law in a case arising out of his/her employment in the Wareham School System, s/he shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences; provided, that s/he is found not guilty in such court proceeding of a crime involving moral turpitude or negligence in the performance of assigned duties.

C. Bereavement Leave

Up to five (5) school days at any one time will be granted in the event of the death of a member of the teacher's immediate family or a more distant relative residing in said teacher's household. The Superintendent may authorize two (2) additional days leave when deemed advisable by the existing circumstances. The immediate family shall be defined as: parents, spouse, children, brother, sister, grandparents, parents-in-law, step-family, grandchildren, and members of the teacher's immediate household.

D. Association Leave

The Association shall be granted annually a total of eight (8) work days to attend conventions, meetings or conferences sponsored by the Massachusetts Teachers Association or the National Education Association. Additionally, six (6) work days shall be granted annually for teachers to attend the Plymouth County Education Association Leadership Conference. The Superintendent will consider requests for time off for the Association President during the school day when said Association business cannot be conducted outside of school hours. The Superintendent will not withhold consent unreasonably. The Association President will be permitted to use a portion of the eight Association days for Association business which cannot be conducted outside of school hours.

E. Jury Duty

If a teacher is required to serve as a juror, the Committee will pay to the teacher the difference between a teacher's regular daily rate of compensation and the compensation received for jury duty.

F. Military Leave

Teachers who are required to absent themselves from their regularly assigned duties as a result of performing services in the Armed Forces of the United States or the National Guard of the Commonwealth of Massachusetts shall be compensated by the Committee for no more than seventeen (17) workdays per school year, an amount of money to ensure that such teacher shall not receive less than said teacher's annual contracted salary s/he would have received but for such military service.

G. Religious Holidays

If a teacher is absent due to religious holidays, s/he shall suffer no loss of pay and such absence shall not be deducted from his/her excused absences.

Article XV – Parental/Maternity/Placement/Adoptive Leave

A. Consistent with M.G.L. Ch. 149, Section 105D, an employee who has completed the initial

probationary period set by the terms of employment, not to exceed 3 months, or, if there is no such probationary period, has been employed by the same employer for at least 3 consecutive months as a full-time employee, shall be entitled to 8 weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the same employer shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

B. For parental leave for the purpose of giving birth:

1. A teacher requesting a parental leave for the purpose of giving birth (maternity leave) shall indicate in her request to the Superintendent the total length of leave desired including disability sick leave and extended unpaid leave. A teacher may request only disability leave or a combination of disability and extended unpaid leave, but the total maternity leave shall not exceed two (2) school years. The combination of disability and unpaid leave may include unpaid leave before the disability period and/or after the disability period. A teacher requesting maternity leave shall give two (2) weeks prior notice to the commencement of the leave, except in cases of premature delivery, of her anticipated date of departure and intention to return. Said notice shall include certification by the teacher's attending physician/medical practitioner of such anticipated delivery date.
2. The teacher who desires to return to work at the end of her disability period may then return to work. A teacher who intends to take extended unpaid leave immediately following the disability leave may take such leave for the balance of the school year and, if the teacher so requests, for the next following school year. The teacher may elect to return prior to the end of the school year but must return at the beginning of a marking term. Teachers of Pre-K - 4 will return one week prior to the elected marking term and be paid per diem to attend half (1/2) days so as to allow for a smoother transition back into the classroom. Teachers of 5-12 will return one day prior to the elected marking term and be paid per diem for that day.
3. During the disability period a teacher may apply her accumulated sick leave to her disability resulting from her pregnancy, childbirth and recovery from childbirth. Sick leave shall be allowed only for days teachers would normally be working during their regular work year. The teacher's attending physician shall certify to the Superintendent the length of the teacher's disability period. Such certification shall be provided on the form set forth in Appendix H of this Agreement. The Committee reserves the right to require a second medical opinion, at its own expense, should it have a concern regarding the teacher's attending physician's medical opinion.

C. A teacher not otherwise covered by the above sections of this Article shall be entitled to parental leave under the same terms and conditions as set forth above except that the teacher shall not be eligible for sick leave and provided that such leave shall commence immediately following the birth, placement or adoption of the teacher's child.

- D. In the event that the reason for maternity leave or parental leave be no longer operative, then such teacher, with the approval of the Superintendent, may return to work.
- E. All benefits to which a teacher was entitled at the time his/her leave commenced minus any sick leave used will be restored upon return, and the teacher will be assigned to the same position held at the time the leave commenced or to an equivalent position, if possible. A teacher returning from leave under this Article will be placed on the next step of the salary schedule if s/he had been in a pay status in the Wareham Public Schools for more than ninety-one (91) work days in the year during which the leave commenced.
- F. A teacher on leave pursuant to this Article must give written notice to the Superintendent by March 1 of the school year in which the leave is taken or by March 1 of the subsequent school year, if applicable, of said teacher's intention to return the next following September. If such written notice is not received by the Superintendent on or before March 1, then the teacher on leave may be terminated from the School System.

Article XVI - Sabbatical Leave

- A. Purpose
The purpose of the Sabbatical Leave is threefold:
 1. Recognition of professional excellence as a teacher;
 2. Encouragement of professional growth for teachers,
 3. Improvement of the Wareham Schools.
- B. A Sabbatical Leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships or grants; participation in a graduate program leading to a higher degree, licensure, or academic concentration.
- C. In implementing Sabbatical Leave the following guidelines will be observed:
 1. Sabbatical leave, not exceeding one year, may be granted to no more than two teachers who have served continuously in the Wareham Public Schools for a period of at least seven (7) years. On recommendation by the Superintendent, the Committee may permit a teacher to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system.
 2. Teachers on full year Sabbatical Leave will be compensated at not less than 50% salary on step.
 3. The teacher will agree to return to employment in the Wareham Public School system for two (2) years.
 4. Successful candidates will sign contracts which will contain the following:
 - a. An agreement to return to the Wareham system for twice the length of absence;
 - b. An agreement to reimburse the town for any default on a pro-rata basis.
 5. A teacher returning from Sabbatical Leave shall be placed on the step of the salary schedules/he would have attained had s/he remained in the school system.
 6. A request for Sabbatical leave shall be submitted on or before April 1 of the school year preceding the school year for which the request is made.

Article XVII - Personal Injury Benefits

Whenever a teacher is absent from school as a result of a personal injury incurred during the course of his/her performance of duties for the Wareham School System, the committee will make up the difference between the teacher's worker's compensation benefits and his/her regular salary provided said teacher has accumulated sick leave against which said difference may be prorated and charged. The teacher shall receive his/her regular paycheck less the amount being paid to the teacher by worker's compensation. If an employee has exhausted all his/her sick leave under this article, the employee shall automatically be placed on an unpaid leave of absence. Said unpaid leave of absence shall not exceed one (1) school year and at the discretion of the Superintendent may be extended for an additional school year. It is understood by the parties that said leave shall not affect the individual's statutory rights.

If a teacher uses accumulated sick leave and is approved for Workers Compensation, the compensation check must be turned over to the school department. The teacher will be made whole for any lost sick leave covered by Workers Compensation plus the initial five (5) days. The teacher will not suffer the loss of a regular paycheck, nor shall such a leave interrupt his/her length of service.

Article XVIII – Protection

- A. Teachers will report in writing, to the principal and the Superintendent all cases of assault suffered by them in connection with their employment no later than 48 hours following the alleged occurrence.
- B. This report will be forwarded to the Superintendent and the Association. The Superintendent will comply with any reasonable request from the teacher for information in its possession relating to the incident or persons involved. The Superintendent will then meet with the Association President or his or her designee to communicate what actions will be taken related to the incident and what future adjustments will be made to ensure the safety and well-being of students and staff of the school. The Superintendent will then act in appropriate ways as liaison among the teacher, the police and the courts.
- C. No teacher shall transport any student in his/her personal vehicle for any reason at any time on school related business.

Article XIX - Length of Work Year and Work Day

- A. The work year for members of Unit A may begin no earlier than August 24 and shall terminate no later than June 30. The Committee shall consult with the Association to establish the school calendar. The work year shall consist of one hundred eighty (180) workdays with students plus four (4) workdays with no students. The District will, to the best of its managerial and financial ability, provide professional development in accordance with current licensure requirements on the fourth workday with no students. New teachers (who start at the beginning of the school year) shall complete two (2) additional days for orientation. These two (2) days will be scheduled prior to the commencement of the teacher work year. Part time bargaining unit members shall attend the above referenced “four (4) workdays with no students” on a prorata basis. Additionally, they may voluntarily attend or may be assigned to attend by their appropriate supervisor with thirty (30) days notice such days up to one hundred percent (full time). They shall be compensated for all such additional time at their rate of pay up to the equivalent salary of a full-time teacher for such day(s).

- B. The work day for teachers Grades PreK-4, except Deans, Department Chairs and Nurses, shall be seven (7) hours in length except on Fridays, the day before a holiday and the day before vacation, teachers may leave ten (10) minutes after student dismissal time unless the teacher has bus duty, in which case the teacher may leave at the completion of the assigned duty. The work day will begin no earlier than 8:15 a.m. and end no later than 3:45 p.m. There shall be one mandatory school related meeting each week for an additional twenty minutes for a total of 45 minutes. Teachers will be permitted to leave school after the students are released for one additional day per week. These days shall be scheduled into the building's calendar, with a start time for the school related meetings reflecting the student dismissal time, at the start of the school year in order that teachers can plan accordingly. On the remaining two days, any individual student related meetings will commence as early as possible prior to or not later than student dismissal time.
- C. The work day for teachers Grades 5-12, except Deans, Department Chairs and Nurses, shall be seven and one-quarter (7 1/4) hours in length except on Fridays, the day before a holiday and the day before vacation, teachers may leave ten (10) minutes after student dismissal time unless the teacher has bus duty, in which case the teacher may leave at the completion of the assigned duty. The workday for teachers will begin no earlier than 7:15 a.m. and end no later than 3:15 p.m.
- D. Notwithstanding above, the Wednesday immediately preceding Thanksgiving Day and the day before winter (i.e. Christmas) vacation will be no longer than a half (1/2) day. The last day of school for students will be a half day provided that the time and learning mandates have been met and the last day of school for all teachers will be a half day provided all the professional responsibilities have been met. Additionally, December 23rd, when it falls on a weekday, shall be a no school day, except by mutual agreement.
- E. The work year and work day for Nurses, Deans, Department Chairs, Curriculum Leaders, Directors and Supervisors is set forth in the appendices to this Agreement.
- F. Elementary teachers will attend two (2) meetings per year for parent conferences, which may be scheduled in the evening. Music teachers, in lieu of their annual concert, will attend only one of the aforementioned meetings.
- G. Teachers at the Middle School shall work one additional evening meeting per school year for the purpose of meeting with parents and discussing portfolios
- H. The Superintendent will meet and consult with the Association about the school calendar for the upcoming school year including the scheduling of in-service days. The Superintendent will consider the Association's desire to have the in-service days scheduled on the first or last workday of the work week.
- I. When school is closed early due to inclement weather, teachers will be allowed to leave after students depart provided there is adequate coverage at the school to ensure the safety of any students remaining on school grounds. The building principal shall determine what level of staffing is necessary to ensure student safety. The building principal will first solicit volunteers to remain with students. If there aren't any volunteers, the building principal may assign teachers to remain with students provided such assignments rotate over the course of a school year. On days when school closes at its regular time, but after school activities are cancelled due to inclement weather, all meetings will be cancelled and the staff will be released.

Article XX - Teacher Assignment and Transfers

- A. The principals shall notify teachers as soon as possible prior to the start of school of their program for the coming year, including the schools to which they will be assigned, the grades, and/or subjects that they will teach, and any special or unusual classes they will have.
- B. **Teacher Assignment**
1. Teachers will not be assigned outside the scope of their teaching certificates, teaching experience and/or their major or minor fields of study unless necessary.
 2. A teacher who receives an involuntary change in assignment will be notified prior to such change. A meeting will be held between the teacher and the teacher's current principal at least five (5) school days prior to such change. In the event that the change is not acceptable to the teacher, said teacher will be granted a meeting with the Superintendent to request no change in assignment. This meeting will occur prior to the change, if possible.
 3. A teacher may request a voluntary change in assignment. Such request shall be made in writing with the Office of the Superintendent not later than May 1 of the school year preceding the school year for which the assignment is requested.
- C. **Voluntary Building Transfers**
- Teachers who desire to transfer to another building will file a written request and reasons with the building Principals not later than May 1 of the school year preceding the school year when the transfer would be effective. The Superintendent will notify in writing each teacher who has filed a request of the action taken in regard to the request as soon as possible. Both Principals must agree to the transfer.
- D. **Involuntary Transfers**
- If an involuntary transfer becomes necessary, a meeting will be held between the teacher to be transferred and the teacher's current principal at least five (5) school days prior to such transfer. In the event that the transfer is not acceptable to the teacher, said teacher will be granted a meeting with the Superintendent, prior to the transfer, if possible.
- E. **Transfers in Consecutive Years**
- In the event that a teacher is required to transfer his or her work location in two consecutive years, the transferred teacher will be compensated at a rate of up to two (2) days at his/her per diem rate in the second year for the time spent due to the transfer outside of the contractual work year.

Article XXI - Teacher Preparation Time and Work Load

- A. Teachers, grades PreK-4, shall be granted two hundred (200) minutes of preparation time each week within the student day. Preparation time is defined as scheduled time under the exclusive control of the teacher. Said preparation time shall be divided into daily uninterrupted blocks of at least forty (40) minutes. If after making reasonable efforts, it is not feasible to provide daily blocks, the Committee may schedule a teacher for multiple blocks on the same day. At no time shall preparation blocks be scheduled on less than four (4) days in one week for any teacher. Any complaints regarding the implementation of this provision will promptly be brought to the Superintendent's attention.

- B. Teachers who teach Grades 5-12, shall have the equivalent of one (1) academic class period for preparation time each day of the week. Preparation time is defined as scheduled time under the exclusive control of the teacher. The daily schedule at the high school shall be comprised of 4 class periods of equal length; teachers of grades 9-12 shall teach a maximum of three periods each day. Every other school day, high school teachers can use half of the common prep time (41 minutes) for common planning time. Teachers of 9-12 shall have no assigned duties during the blocks and may leave ten (10) minutes after student dismissal on Wednesday. The Association will meet with the high school principal and the Superintendent on or before every June 1 to review high school faculty assignments for the purpose of reviewing teachers' schedules with a goal of establishing an equitable distribution of students. However, teachers may volunteer to teach more than assigned. At the Middle School, the application of this Section shall require that the daily preparation period be equal to one class period.

Note: The parties acknowledge that changes in schedules are a mandatory subject of bargaining.

- C. Whenever possible, teachers who teach Grades 7-12 shall not be assigned more than a total of three (3) teaching preparations.
- D. Teachers shall have a duty-free lunch period at least equal in length to that of student's lunch period in the building in which the teacher works.
- E.
1. In the event a teacher is absent from school for all or part of a school day, every effort will be made to provide a substitute.
 2. In the event a substitute cannot be obtained for PreK-4, the Principal may assign a substitute from a volunteer list of teachers within the building. Such list will be established by the Principal at the beginning of the school year and may be updated during the course of each school year. Teachers who volunteer will be paid \$22.20 per class period. There will be an equitable rotation of volunteers. In the event that there be no volunteer available for a class period, then the homeroom teacher will be assigned to teach the class and will be paid per class period or portion thereof: \$11.10.
 3. In the event that a substitute cannot be obtained for Grades 5-12, the Principal may assign a substitute from a volunteer list of teachers within the building. Such list will be established by the Principal at the beginning of the school year and may be updated during the course of each school year. Teachers who volunteer to teach will be paid per class period or portion thereof: \$22.20. There will be an equitable rotation of volunteers.
- F. Principals shall consult with teachers from PreK-4 prior to finalizing classroom schedules. Teachers from PreK-4 who are rated Exemplary or Proficient overall shall be allowed the flexibility to use their professional judgment and make adjustments to their classroom schedule as long as such adjustments do not deviate from the classroom schedule by more than thirty (30) minutes in a day.
- G. One (1) early release day per semester shall be dedicated toward work on the evaluation process. This time shall be used by Educators and Evaluators to meet the requirements of the process, including, but not limited to: completing self-assessments, developing and writing goals, gathering evidence, meeting about educator plans. The use of this time may be adjusted through mutual agreement of the Association and the District. During these early release times, training may be offered on a voluntary basis.

Article XXII - Class Size

Class size will be determined by the Superintendent consistent with the educational needs of the system.

Article XXIII - Job Vacancies

- A. 1. All vacancies in promotional, extra-curricular, and athletic department positions, including specialists and/or special project teachers, shall be posted on the District's website at least ten (10) days before the final date by which the application must be submitted. The Superintendent's bulletin shall clearly set forth a description of the qualifications for the position, including the duties and salary. All acting positions shall be posted, except in the case of an emergency vacancy. If however, the emergency position lasts for more than one month, then the position will be posted.
2. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or building Principal within the time limit specified in the notice.
3. In filling such vacancies, the following factors will be considered:
- credentials
 - performance as evidenced by evaluations
 - seniority in the system
 - recommendations by the administration
- B. Promotional positions include positions which pay a salary differential and/or positions which are on the administrative-supervisory level. These include but are not limited to the positions of principal, assistant principal, housemaster, coordinator, supervisor, director, department chair, and counselor.
- C. All appointments to the aforesaid vacancies shall be made without regard to age, race, creed, color, religion, national origin, marital status, sex or ancestry, unless based upon bona fide occupational qualification.
- D. Teachers who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and summer address to the Superintendent and identify the positions for which they apply. The Superintendent shall notify such teachers of any vacancy. The Superintendent's notification shall set forth a description of and qualifications for the position, including the duties and salary. The notice shall be sent at least twenty-one (21) days before the final date when applications must be submitted. In addition the Superintendent shall, in the same time period, post in every school a list of openings and vacancies to be filled during the summer vacation period.
- E. Department Chairs, Instructional Leaders, Extra-Curricular Advisors, Coaches and Intramural Instructors shall be appointed annually. Incumbent Department Chairs and Extra-Curricular Advisors who hold such positions will be notified by June 1 of the school year if they are not being recommended for rehire. Incumbent coaches and Intramural Instructors will be notified within forty-five (45) days of the end of the season if they are not being recommended for rehire. Teachers who are interested in applying for such positions may apply in accordance with Sections A and D above.

Article XXIV - Teacher Evaluation and Personnel Files

A. Teacher Performance Evaluation

Teacher evaluation shall be conducted in accordance with the requirements under the Wareham/Massachusetts Department of Elementary and Secondary Education Educator Evaluation system. The evaluation process is attached hereto as Appendix F and is incorporated herein by reference.

B. Personnel Files

1. Teachers shall have the right, upon written request to the Superintendent for an appointment, to inspect the contents of his/her personnel folder, files, cards and records and to make copies of such contents and records.
2. No material, originating after initial hiring, which is derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's personnel file unless the teacher has been afforded an opportunity to review the material. The teacher shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents. The teacher shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent and attached to the file copy.

C. Any complaints which would form the basis of an entry in the teacher's personnel file regarding a teacher made to any member of the Committee by the Superintendent or the Principal from any parent, student, or other person will be promptly called to the attention of the teacher.

D. The Association recognizes the authority and responsibility of the Committee and its agents to discipline or reprimand a teacher for delinquency in professional performance.

E. No teacher will be disciplined, suspended, or discharged without just cause.

1. Nothing in this Article will inhibit the Committee's statutory right to non-renew a non-professional teacher's contract, and it is agreed that the non-renewal of a non-professional teacher's contract shall not be grievable under the Grievance Procedure and Arbitration Provisions of this Agreement.
2. The Committee and the Association agree that the annual Committee appointment/reappointment of professional employees to coaching or extra-curricular positions shall not be grievable under the Grievance Procedure and Arbitration Provisions of this Agreement. However, any disciplinary action up to and including the dismissal of a coach or advisor, who is otherwise covered by this Contract, during the term of the teacher's annual appointment shall be subject to just cause. In an arbitration relating to the dismissal of a coach or advisor, if the arbitrator sustains the Association's position, the arbitrator shall be limited to a monetary award. The arbitrator shall be without power or authority to reinstate the coach or advisor.
3. It shall be the policy of the Committee to notify a teacher of any action being taken concerning his/her suspension or dismissal before announcement or disclosure is

given or made public.

4. Any Association complaints made to any member of the Committee and/or the Superintendent will be shared first by the Association with the administrator.

Article XXV - Scheduling of Workshops

The Committee and the Association agree that workshops may be beneficial to the educational process. Workshops will be scheduled by the Administration on a needs basis. Teachers will be given at least fifteen (15) days advance notice of workshops.

Article XXVI - Professional Development and School Business

A. Professional Development

Teachers may be authorized time off in pay status for professional visits to other schools, educational meetings, conferences, conventions, or other activities related to the improvement of professional skills and expertise. Requests for visitations will be in writing and may be initiated by a teacher, a teacher's immediate supervisor, the Principal, or Central Administration. Such requests will be forwarded through channels to the Superintendent or his/her designee for approval. A copy of a written report of each visitation will be forwarded to the Superintendent's office within fifteen (15) days of said visitation. Teachers who participate in professional day activities shall submit a written report to the Director of Curriculum on a pre-approved form. To qualify for reimbursement, the teacher must within forty-five (45) days after the conference submit the written report and a request for reimbursement on an approved form with attached receipts for expenses incurred for related expenses.

B. School Business

Whenever a teacher, as part of his/her duties, participates in student field trips, or in other school business as assigned by the Superintendent or his/her designee, the day or days involved in such activity will not be classified as Professional Development day or days.

Article XXVII - School Facilities

- A. The Association shall have the right to use school buildings for meetings. The principal of the building involved will be notified in advance of the time and place of the meetings.
- B. There shall be a bulletin board in each faculty lounge of each school building. The bulletin board will be available to the officers of the Association and/or their designees and to the Administration for displaying notices, circulars, and other professional materials of a nonflamatory nature. The source of the material, notices, etc. must be readily identified. Copies of all such material will be given to the building principal.

Article XXVIII - Information to the Association

- A. The minutes of open official Committee meetings and all other printed materials that are distributed to the Committee members at open official meetings shall be made available to the Association as soon as possible after such meeting. Copies of the agenda of such meetings shall be made available to the Association at the same time as released to publication.
- B. The Committee and the Association agree to share the costs of printing the Contract.

- C. The Committee shall, upon request, provide the Association with any available information which may be necessary for the Association to use for the purpose of collective bargaining and the administration of this Agreement.

Article XXIX - General Provisions

- A. There shall be no reprisals of any kind taken against a teacher by reason of his/her membership in the Association or participation in its activities.
- B. Teachers shall be entitled to full rights of citizenship. No religious or political activities of a teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of the teacher.
- C. If any provisions of this Agreement or any application of the Agreement to a teacher or group of teachers shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- D. Regular part-time teachers shall be entitled to the benefits of this Agreement in direct proportion to the time worked.
- E. The Committee may establish, on an annual basis, one or more Professional Task Forces. The members of said Task Force shall be selected from among the applications submitted by employees covered by this Agreement. The annual selection by the Committee, upon the recommendation of the Superintendent, shall not be grievable under the Grievance Procedure or Arbitration Provisions of the Agreement. However, if during the period of the annual appointment any disciplinary action is taken up to and including the dismissal of a Professional Task Force member, said action shall be subject to just cause as set forth in Article XXIV, Section E,2.

The duties and responsibilities of the Task Force shall be determined by the Committee. Such will be conducted outside of the employee's regularly scheduled workday and work year. An employee who agrees to the assignment and compensation shall agree to fulfill all aspects of the assignment to the satisfaction of the Superintendent.

The hourly rate of compensation of Task Force members shall be determined by the following formula:

The individual's annual base salary as of the date of the appointment by the Committee to the Task Force, divided by 1281.

- F. Members are expected to dress appropriately for a school setting.

Article XXX – Salaries

- A. Salaries of the teachers are set forth in Appendices attached hereto and made a part hereof.
- B. In the event that there is a day when a teacher is not entitled to compensation, said teacher shall be reduced by 1/184 of his/her annual salary as set forth in the appendices of the Agreement.

Article XXXI - Extended Leaves of Absence

- A. The Committee agrees that one teacher per school year shall, upon request, be granted a leave of absence for no less than one (1) year and no more than two (2) years without pay or without increment for the purpose of serving in the Association's State or National elective office.
- B. Military leave will be granted to any teacher who is inducted or enlists to satisfy induction requirements in any branch of the Armed Forces of the United States. In granting such leave, the Committee will comply with any existing Federal or State laws on this subject.
- C. A leave of absence without pay or increment of up to one (1) year shall be granted for the personal health reasons of the teacher or for the purpose of caring for a sick member of the teacher's family where said teacher's personal attention is required. If such leave is granted during the school year, the involved teacher may not return to school until the September next following the granting of such leave. The Superintendent may waive this latter requirement. Additional leave may be granted at the discretion of the Committee. (Immediate family for the purpose of this section shall include, mother, father, brother, sister, wife, husband, child, grandparent or immediate in-laws, or member of the immediate household.)
- D. The Committee shall grant a leave of absence without pay or increment to any teacher to serve in any elected office for no more than two (2) years.
- E. Educational leave without pay or increment for up to one (1) school year shall be granted.
- F. Notwithstanding any past practice to the contrary relative to extended leaves, requests for extended leaves other than those set forth above may be granted by the Superintendent in the exercise of his/her sole discretion which shall not be grievable or arbitrable.
- G. Teachers requesting extended leaves of absence, except for extended leave under Section C above, shall apply for said leave at least thirty (30) calendar days in advance of the commencement of the leave.
- H. All benefits to which a teacher was entitled at the time his/her leave commenced will be restored upon return, and the teacher will be assigned to the same position held at the time said leave commenced, or to an equivalent position, if possible.

Any teacher returning from leave under this Article will be placed on the next step of the salary schedule if in a pay status in the Wareham Public Schools for more than ninety-one (91) workdays in the year during which the leave commenced.

- I. All requests for extension or renewals of leave will be made in writing before March 1 of each school year immediately preceding the commencement of such extension or renewal. If

granted, such extension or renewal will be in writing.

- J. A teacher on leave pursuant to this Article must give written notice to the Superintendent by March 1 of the school year in which the leave is taken or by March 1 of the subsequent school year, if applicable, of said teacher's intention to return to the next following September. If such written notice is not received by the Superintendent on or before March 1, then the teacher on leave may be terminated from the school system.

Article XXXII - Reduction in Force

- A. In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedures set forth hereinafter shall apply: NOTE: As a matter of clarification, members of the bargaining unit whose positions are state or federally funded, partially or totally, shall be within the discipline in section B.1 and all the provisions of this Article shall apply.
1. Insofar as possible, normal attrition will be used whereby teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable of filling such positions and who would otherwise be subject to layoff. Teachers not under regular contract or who are on temporary status (e.g. teachers filling in for teachers on leave of absence or long-term substitutes) will be laid off first, provided that there are fully qualified permanent teachers available who are capable of performing all the duties of the teachers to be laid off.
 2. In case of reduction in the teaching staff, a professional teacher shall not be laid off if there is a non-professional teacher employed whose position the professional teacher is qualified to fill.
 3. In the event that layoffs are necessary, professional teachers within the affected discipline(s) shall be laid off in inverse order of seniority except in the following situations:
 - a. If the most junior teacher holds a position which no other teacher within the group and discipline is qualified, as determined by the Committee subject to a reasonableness standard, to fill, the least senior teacher holding a position which can be filled by another teacher will be laid off.
 - b. In the event that layoffs of teachers with professional status are necessary within a particular discipline, a teacher's job performance and the best interests of the students shall be determinative, and shall be defined as the teacher's most recent summative overall evaluation rating. Teachers with professional status (1) whose last overall summative rating was Unsatisfactory and (2) have been on an Improvement Plan of at least forty-five (45) days that has not resulted in a change to the teacher's overall rating, shall be reduced before professional status teachers in their discipline whose last overall summative rating was not Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline being subject to lay off first. Such teachers shall not be eligible for recall.

If further layoffs are necessary within a particular discipline, teachers with

professional status (1) whose last overall summative rating was Needs Improvement, (2) received a formative overall rating of Needs Improvement during this evaluation cycle, and (3) have been on a Directed Growth Plan of at least sixty (60) days that has not resulted in a change to the teacher's overall rating shall be reduced before professional status teachers not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline being subject to lay off first. Such teachers shall be eligible for recall.

4. The above selection process can result in one or more transfers of personnel from one assignment or building to another.

B. Definitions

1. Discipline - for the purpose of this Article, the following shall be defined as disciplines:

Elementary Level

- Grades PreK-5
- Assistant Principals

Secondary Level (6-12)

- English
- Science (by licensure)
- Math
- Social Studies
- Language (by licensure)
- Business (by licensure)
- Speech
- Assistant Principals
- Middle School Generalist
- JROTC Instructor

Both Levels (PreK-12) With Licensure

- Guidance Counselors to include Vocational, Special Needs Vocational, and Work Study/Work Experience Counselors
- Adjustment Counselors
- Behaviorist
- Social Worker
- Supervisor of Attendance
- School Psychologists
- Teachers of Special Education
- Art
- Music
- Physical Education and Health
- Industrial Arts
- Home Economics
- Culinary Arts

- Librarian
- Audio-Visual Media Director
- Reading
- Speech

2. **Seniority**

- a. Seniority shall be defined as the length of continuous service in years, months, and days in the Wareham Public Schools in a professional position represented by the Association. Seniority shall be computed from the date of the Committee appointment as reflected in the original Committee minutes. Regular part-time service will be prorated in determining seniority.
- b. In the event of a tie, the date of signature on the initial individual employment contract, which must be on file in the Superintendent's office, shall be used to determine the order of seniority. Any remaining ties shall be broken by the level of education of each employee involved as reflected in Appendix A of this Agreement. In the event of further ties, a lottery shall be conducted.
- c. Notwithstanding the second sentence in Section 2a above, teachers hired to commence employment on September 1, 1985, or later will have their seniority computed from the first day worked in a professional position represented by the Association.
- d. Fall-back – Pursuant to this Article, an administrator who is a member of the Association's Unit B, who had accrued seniority as a member of Unit A, will have fall-back rights equal to the amount of time served as a member of Unit A in the area of their teaching experience.
- e. Fall-back - Notwithstanding Section 2a above and pursuant to this Article, members of the Association who fill a promotional position (see Article XXIII, Section B) within the Wareham School Department but outside of the Wareham Education Association, Inc., and had fall-back rights pursuant to the provisions of this Article, shall retain said fall-back rights for a period of five (5) years to the extent of their accrued seniority.

3. **Licensure**

- a. For the purpose of this Article, "licensure" shall mean a teacher's official credentials as mandated by, and on file with the Massachusetts State Department of Education Bureau of Licensure. In implementing the procedures set forth in this Article, the teacher's licensure to be utilized is that license on file in the Superintendent's Office at the time the Committee votes a reduction in force.
- b. For the purposes of this Article, teachers who are legally exempt from licensure shall be considered as only in the disciplines in which they have taught in the Wareham Public Schools.
- c. For positions which require approval on licensing rather than, or in addition to, licensure, said approval of license must be on file in the Superintendent's

Office at the time the Committee votes a reduction in force.

C. Seniority List and Procedure to Challenge List

1. By February 1 of each school year, the Superintendent will post a seniority listing, which will have been determined as of the immediately preceding December 31, by disciplines of all professional personnel represented by the Association. If so licensed, personnel may appear on the seniority list in more than one discipline (as defined above), if they are teaching or have taught in more than one discipline in the Wareham School System. Said seniority list shall be forwarded to the President of the Association and posted in all buildings. Teachers with the greatest length of seniority (as previously defined) will be listed first in each discipline; teachers with the least amount of service will be placed last on the list.
2. Any teacher who wishes to challenge his/her position on the seniority list shall submit the challenge, in writing, to both the Superintendent and the President of the Association, setting forth the basis for the challenge, no later than March 1. Said challenges shall be jointly reviewed by the Superintendent and the President of the Association in an effort to resolve said challenges. Any unresolved challenge or new challenges resulting from the resolution of a challenge shall be submitted to a tripartite panel described below. Notwithstanding the provisions of Article VI of this Agreement, a tripartite panel, consisting of a person appointed by the Association, a person appointed by the Committee, and a third person chosen by the appointed persons, shall meet to decide the validity of the unresolved challenges. If the parties are unable to agree on a neutral third party, they will jointly request from American Arbitration Association a list of five names, and after striking alternately two names, the remaining name shall be the neutral third party. This panel shall render its decision prior to April 1st.

A teacher who has filed timely in accordance with the provisions of this Article a challenge to the seniority list which remains unresolved shall be advised of the date, time and place of the meeting of said panel. The teacher and, if the teacher so desires, a representative of the Association shall have the opportunity to explain his/her challenge before the panel. The decision of a majority of the panel will be final and binding on the teacher, the Association, and the Committee. The cost, if any, of the services of the neutral member of the panel shall be borne equally by the Committee and the Association. The list, as finally determined by the panel, shall be the seniority list for the purpose of this Article.

In the event that there are no unresolved challenges to the February 1 list, then the promulgated list shall be the final list for that school year.

D. Leaves of Absence

All paid or partially paid leaves of absence provided in this Agreement and/or approved by the Committee shall count towards seniority. All unpaid leaves will not count towards seniority but shall not interrupt continuous service. Teachers on leave of absence shall be eligible to be laid off as though they were currently in active employment. For the purpose of this Agreement, Maternity Leave shall be considered as unpaid leave except for that portion which is Disability Leave paid pursuant to Article XIV.

E. Notification

Whenever possible, written notification of pending layoff will be completed by May 15 for

the following school year. In the event of a decision to RIF during the school year, those staff members being laid off will be given a minimum of thirty (30) days written notice.

F. Recall

1. Teachers laid off due to reduction in force shall be placed on the recall list for thirty-six (36) months from the effective date of the layoff. The effective date of layoff will be the last day worked by the teacher. While the previous sections of this Article do not apply to non-professional teachers, such teachers shall be granted full coverage under this Section F. The period of layoff, however, shall not count toward professional teacher status.
2. Teachers on the recall list will be recalled to vacancies in their last previous teaching discipline in the reverse order of their layoff. Teachers on layoff will also be offered job openings in other disciplines in which they hold licensure (in reverse order of layoff) provided that there are no current faculty members on layoff from such disciplines. Teachers on the recall list will be given first priority in filling long-term substitute teaching vacancies in their field of licensure and/or experience. For purposes of recall, "vacancy" shall be defined as an opening in a professional position covered by Article I which has become open as a result of resignation, retirement, death, or resulting from the establishment of a new position or from a leave of absence of not fewer than ninety-one (91) consecutive days. Should a teacher reject the offer of a vacancy that is in the same discipline and is for at least the same work schedule (hours per day and days per week) as the position from which the teacher was reduced, the teacher shall be dropped from the recall list. Should a teacher reject the offer of a vacancy in a different discipline or with fewer hours, that teacher shall remain on the recall list.
3. The only benefits accorded teachers who have been laid off due to RIF and who are on a recall list will be those specified in this Article. All other benefits gained by teachers as a result of this or successive collective bargaining Agreements will be received only by those teachers actively employed.
4. Teachers on the recall list shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided however, that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the town for such teacher's insurance.
5. Teachers on the recall list shall be deemed to be on leave of absence from the Wareham Public Schools for the duration of the recall period.
6. When a vacancy occurs to which a teacher is entitled to be recalled as set forth above, the appropriate teachers on the recall list will be notified by certified mail at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent with a letter of acceptance of the offered position within thirty (30) calendar days of the certified date of mailing shall be considered a rejection of such offer and the teacher shall be dropped from the recall list. It shall be the responsibility of the teachers on the recall list to inform the Office of the Superintendent, in writing, of changes of address. The Superintendent shall have the right to notify more than one teacher at a time of vacancies and will inform those

teachers of their respective placement on the recall list.

7. Teachers on the recall list shall have priority in filling vacancies as hereinbefore set forth. No new teachers shall be hired to fill such vacancies until all appropriate teachers on the recall list have been offered the vacancy.
 8. Upon return to employment from the recall list, teachers will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Teachers filling temporary vacancies at the time of layoff due to reduction in force shall have no recall rights.
- G. Except as set forth below, nothing in this article shall act so as to diminish the rights of teachers under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts.

In recognition of the fact that a layoff is treated as a leave of absence in this Article, a teacher who accepts such a leave in lieu of dismissal shall waive, in writing, any present or future rights to a dismissal hearing which he or she may have pursuant to Chapter 71, Section 42 and 42a. A teacher may elect to have his layoff treated as a dismissal in which case such teacher shall be afforded his full statutory rights.

Article XXXIII - Job Sharing

- A. A job sharer is a professional employee who shares a position with another professional employee. Job sharers divide the salaries, benefits and responsibilities of one full-time job. The terms "employee", "teacher", or "job sharer" shall include all members of the Bargaining Unit mentioned in the Recognition Clause of the Agreement between the Wareham School Committee and the Wareham Education Association. For purposes of this proposal, terms "teacher A" and "teacher B" will refer to the two job sharers.

Employees who want to share a job must give a written proposal to the Superintendent by March 15. It is at the discretion of the Committee to accept or reject the proposal. Acceptance or rejection of a job-sharing proposal is not subject to grievance or arbitration.

Unless otherwise specified herein, the terms and conditions of employment listed in the Agreement between the Wareham School Committee and the Wareham Education Association are applicable for job sharers, excluding Article XVII, Sabbatical Leave.

- B. **Salary**
The salary for job sharers will be prorated. Each employee will earn one half (1/2) of his/her appropriate full-time annual basic salary pursuant to the terms of the Agreement, except when the employee works a full day pursuant to the provisions of this proposal. On such days, the teacher will be paid his/her daily rate of compensation.
- C. **Seniority**
The service of job sharers will be prorated in determining seniority.
- D. **Sick Leave**
Job sharers will be entitled to fifteen half (1/2) sick days allowed per year for absences due to Article XIII, Sick Leave.

E. Paid Temporary Leaves of Absence

1. Personal Leave - Job sharers will be entitled to three, half (1/2) days as allowed per year pursuant to Article XIV, Paid Temporary Leaves of Absence.
2. Bereavement Leave - Job sharers will be entitled to those days as allowed pursuant to Article XIV, Paid Temporary Leaves of Absence.

F. Health Insurance, Dental Insurance and Life Insurance

1. Those employees in a job-sharing arrangement as of the date of this memorandum of agreement shall continue with the following:
Employees A and B will decide the manner in which health insurance, dental insurance and life insurance will be shared so that the cost to the town does not exceed that of one professional employee. The manner in which insurance will be shared shall be included in the job-sharing proposal.
2. As to employees who enter a job-sharing arrangement after the date of this memorandum of agreement, only those who work twenty (20) hours or more per week shall be entitled to health, dental and life insurance.

G. Teacher Assignment

1. Duration of Assignment - The job-sharing assignment will last not less than one full year. In the event that teacher A resigns from the school system, is terminated by the Committee, or dies, then teacher B will teach full-time and assume all responsibilities of the full-time position for the remainder of the school year. Teacher B will receive full-time benefits. The job sharer shall be given priority in filling that position on a full-time basis if s/he so desires.
2. Change in Assignment - The participation of employees in job sharing shall be on a voluntary basis. An employee who is employed on a full-time basis and who desires to participate in a job-sharing position shall inform the Superintendent in writing that s/he is willing to accept the reduction from a full-time to a part-time position. Such teacher shall also indicate, in writing, that s/he understands that once such reduction to a part-time position is made, the teacher cannot thereafter displace or intrude upon the position of a less senior teacher to attain full-time status. This would not preclude a job sharer from applying for full time vacancies which arise to which no teacher on a recall list is entitled to be recalled. In the event that the job-sharing position is eliminated the more senior job sharing teacher will fill the position which was formally shared. The less senior job sharer will be given preference for a full-time vacancy, if qualified in the opinion of the Superintendent. If there is not a full-time vacancy available, then s/he will be placed on the recall list in accordance with Article XXXII.

Note: Nothing in the section shall preclude other members of the Bargaining Unit from requesting transfers or reassignments.

H. Teacher Preparation Time and Work Load

Teacher A and Teacher B will jointly be guaranteed a total of five (5) preparation periods per week. An effort will be made to schedule the preparation periods so that each job sharer will have two preparation periods weekly. An effort will also be made to schedule the preparation periods so that there will be one per day.

- I. Absences
In the event that teacher A is absent, then at the discretion of teacher B, teacher B will work a full day.
- J. Responsibilities
 - 1. Length of Workday - Each job sharer will work one-half (1/2) of the workday as per Article XIX.
 - 2. Proposal Requirements - A written proposal to the Superintendent must include:
 - a. Name of job sharers
 - b. Work Experience - prior grades, and/or special classes taught
 - c. A daily schedule with fifteen minutes per day provided for joint conferencing in lieu of lunch
 - d. A division of benefits that does not exceed that of one full-time employee (subject to section F of this article).
 - e. Annual salary to be prorated by each job sharer
- K. Miscellaneous Circumstances
Teachers A and B will both be present the day before the first day of school. Teachers A and B will mark report cards and conference together. Teachers A and B will alternate teaching on the mornings of workshop days.

Article XXXIV - Course Reimbursement

- A. Teachers shall receive one thousand dollars (\$1,000) per contract year (September 1 - August 31) for reimbursement of tuition and mandatory fees for approved courses. Up to five hundred dollars (\$500) of these funds may be used toward the cost of attending conferences, workshops, and professional meetings approved in advance by the Superintendent or her or his designee. The five-hundred dollars may be used for registration/attendance fees, materials, and other purposes approved by the Superintendent.

Part time bargaining unit members shall be eligible for their prorated proportion of the above course reimbursement amount per contract year or the cost of one (1) course not to exceed \$1,000 per contract year.
- B. The Committee shall approve job related courses earned from an institution accredited by NEASC or other accredited national regional association.
- C. Courses not accredited as provided in Section B above may be approved for course reimbursement by the Superintendent in the exercise of his/her sole discretion.
- D. Teachers seeking reimbursement must, prior to the commencement of a course, notify the Superintendent's office in writing, on a form which will be provided, that they wish reimbursement for a particular course. An estimated cost is required when requesting reimbursement.
- E. Evidence of a B- or better of the required courses must be presented to the Superintendent of Schools in order to receive reimbursement. Within sixty (60) days of course completion forms must be submitted for reimbursement.

- F. Course reimbursement funds may be used for application or renewal of National Board Certification
- G. School nurses may use course reimbursement funds for professional development courses and continuing education units required for their Massachusetts Teachers Certification and/or their National Certification for School Nurses.

Article XXXV - Agency Fee

- A. The Committee agrees to require, as a condition of employment, that all employees covered by this Agreement, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association, as of the thirtieth day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Fee as determined in accordance with the applicable Rules and Regulations of the Labor Relations Commission relative to the Agency Service Fee. Said amount will be certified annually to the Committee by the Association. To become a member and remain a member in good standing of the exclusive bargaining agent, an employee must become a member and remain a member in good standing of the Wareham Education Association, Plymouth County Education Association, Massachusetts Teachers Association and the National Education Association.
- B. Notwithstanding Section A above, employees covered by this Agreement who had actually commenced working in Wareham prior to September 1, 1984, who have never paid dues annually or authorized dues deduction pursuant to Article XI, shall, upon the operative date of this Article, which shall be September 1, 1985, have the following options:
 - 1. Cash payment of annual dues or authorized dues deductions pursuant to Article XI.
 - 2. Cash payment of the Agency Fee or authorized dues deductions for payment of the fee in the same manner as dues deductions are authorized in Article XI.
 - 3. In lieu of either of the foregoing, a cash payment to the Wareham Education Association Scholarship Fund of an amount equal to the Agency Fee as determined herein.
- C. The Association agrees to indemnify and hold harmless the Committee against any and all claims, suits, or other forms of liability arising out of the deduction of said Agency Service Fee from an employee's pay, or out of the application of this Article. The Association shall assume full responsibility for the disposition of the monies to be deducted once they have been released to the Treasurer of the Association. Said Treasurer shall provide to the Committee any information that may be required pursuant to the Massachusetts General Laws, Chapter 180, Section 17G.

Article XXXVI – Duration

- A. The effective date of this Agreement shall be for the period covering September 1, 2017 through August 31, 2020.
- B. This Agreement shall automatically renew itself for a successor term of one (1) year each unless, by the first day of November, 2019, either the Committee or the Association shall have given written notice of its desire to modify or terminate this Agreement.
- C. In the event negotiations for a successor contract have not been completed by the expiration date, the current contract shall remain in effect until such time as a successor agreement is negotiated.

Judith A. Caporuccio
Chair, Wareham School Committee

Ben A. [Signature]
President, Wareham Education Association

10/18/17
Date

10/17/17
Date

Appendix A - Basic Salaries

1. Salary Schedule

The salary schedule of this appendix reflects a work year of 184 days. Note: Should the work year (see Article XIX, Section A) begin prior to September 1 of any school year, the next salary schedule shall be implemented on that day.

2. Salary schedule increases

For all steps and columns on the salary schedule, rates in Appendix A, Appendix B and Appendix C, adjust as follows:

- a) 2017/2018 work year: increase by 3%
- b) 2018/2019 work year: increase by 3%
- c) 2019/2020 work year: increase by 3%, then:

Modify the structure of the salary schedule as follows:

- a) Grant all employees their normal step advance
- b) Eliminate Step 1
- c) Replace Step 20 with the dollar amount at Step 30
- d) Eliminate Step 25
- e) Eliminate Step 30
- f) Renumber the Steps: 2-11 to 1-10, 15 to 14, 20 to 19
- g) Eliminate eligibility requirement for all employees and for all steps that years of service be in Wareham

2017-2018 @ 3%								
							2M, CAGS	Master
STEPS	B	B+15	M	M+15	M+30	M+60	DOC	Teacher
1	42,402	43,608	45,994	47,197	50,126	51,330	52,530	54,106
2	43,995	45,192	47,665	48,869	51,869	53,067	54,270	55,897
3	45,580	46,781	49,340	50,542	53,617	54,818	56,016	57,696
4	47,616	48,818	51,490	52,691	55,884	57,087	58,286	60,034
5	50,025	51,224	54,025	55,222	58,531	59,731	60,932	62,760
6	52,432	53,630	56,553	57,755	61,175	62,375	63,574	65,481
7	54,838	56,041	59,088	60,290	63,814	65,017	66,219	68,206
8	58,388	59,588	62,836	64,037	67,753	68,953	70,154	72,258
9	61,424	62,628	66,033	67,236	71,088	72,288	73,493	75,697
10	64,462	65,665	69,230	70,428	74,173	75,627	76,829	79,134
11	70,422	71,673	75,548	76,808	81,124	82,384	83,630	86,140
15	70,707	71,959	75,835	77,092	81,411	82,668	83,916	86,433
20	71,448	72,702	76,607	77,875	82,224	83,489	84,748	87,291
25	71,448	72,702	77,466	78,732	83,078	84,346	85,603	88,171
30	71,448	72,702	77,752	79,019	83,366	84,632	85,891	88,468

Eligibility:

Step 20 = twenty (20) years of service in Wareham

Step 25 = minimum of B+45/Masters degree and twenty-five (25) years of service in Wareham

Step 30 = thirty (30) years of service in Wareham

B+45 = must be attained by the beginning of 06-07; all teachers receiving B+45 will be grandfathered

M+30 = must be attained as of 2013-2014; all teachers receiving M+30 will be grandfathered

M+60 = must be attained by the beginning of 08-09; all teachers receiving M+60 will be grandfathered

2018-2019 @3%								
							2M, CAGS	Master
STEPS	B	B+15	M	M+15	M+30	M+60	DOC	Teacher
1	43,674	44,916	47,373	48,613	51,630	52,870	54,106	55,729
2	45,315	46,548	49,095	50,335	53,425	54,659	55,898	57,574
3	46,947	48,184	50,820	52,058	55,225	56,462	57,696	59,427
4	49,044	50,282	53,034	54,271	57,560	58,799	60,034	61,835
5	51,526	52,761	55,645	56,879	60,287	61,523	62,760	64,643
6	54,005	55,239	58,250	59,488	63,010	64,246	65,481	67,446
7	56,483	57,723	60,861	62,099	65,728	66,967	68,205	70,252
8	60,139	61,375	64,721	65,958	69,786	71,022	72,259	74,425
9	63,267	64,507	68,014	69,253	73,220	74,457	75,697	77,968
10	66,395	67,634	71,307	72,541	76,399	77,896	79,134	81,508
11	72,535	73,823	77,815	79,112	83,558	84,855	86,139	88,724
15	72,829	74,118	78,110	79,405	83,854	85,148	86,434	89,026
20	73,591	74,883	78,905	80,211	84,691	85,993	87,291	89,910
25	73,591	74,883	79,790	81,094	85,570	86,876	88,171	90,816
30	73,591	74,883	80,084	81,389	85,867	87,171	88,467	91,122

Eligibility:

Step 20 = twenty (20) years of service in Wareham

Step 25 = minimum of B+45/Masters degree and twenty-five (25) years of service in Wareham

Step 30 = thirty (30) years of service in Wareham

B+45 = must be attained by the beginning of 06-07; all teachers receiving B+45 will be grandfathered

M+30 = must be attained as of 2013-2014; all teachers receiving M+30 will be grandfathered

M+60 = must be attained by the beginning of 08-09; all teachers receiving M+60 will be grandfathered

2019-2020 @3%								
STEPS	B	B+15	M	M+15	M+30	M+60	2M, CAGS DOC	Master Teacher
1	46,675	47,944	50,568	51,846	55,028	56,298	57,575	59,301
2	48,355	49,629	52,345	53,620	56,882	58,156	59,427	61,210
3	50,516	51,791	54,625	55,900	59,287	60,563	61,835	63,690
4	53,072	54,343	57,315	58,585	62,095	63,368	64,642	66,582
5	55,625	56,896	59,997	61,272	64,900	66,173	67,445	69,469
6	58,178	59,454	62,686	63,962	67,700	68,976	70,251	72,359
7	61,943	63,216	66,663	67,937	71,880	73,153	74,427	76,658
8	65,165	66,442	70,055	71,331	75,417	76,691	77,968	80,307
9	68,387	69,664	73,447	74,717	78,691	80,232	81,508	83,953
10	74,711	76,037	80,149	81,486	86,064	87,401	88,723	91,386
14	75,014	76,341	80,453	81,787	86,369	87,702	89,027	91,697
19	75,799	77,129	82,487	83,831	88,443	89,786	91,121	93,855

2019-2020 @ 3%								
STEPS	B	B+15	M	M+15	M+30	M+60	2M, CAGS DOC	Master Teacher
1	46,675	47,944	50,568	51,846	55,028	56,298	57,575	59,301
2	48,355	49,629	52,345	53,620	56,882	58,156	59,427	61,210
3	50,516	51,791	54,625	55,900	59,287	60,563	61,835	63,690
4	53,072	54,343	57,315	58,585	62,095	63,368	64,642	66,582
5	55,625	56,896	59,997	61,272	64,900	66,173	67,445	69,469
6	58,178	59,454	62,686	63,962	67,700	68,976	70,251	72,359
7	61,943	63,216	66,663	67,937	71,880	73,153	74,427	76,658
8	65,165	66,442	70,055	71,331	75,417	76,691	77,968	80,307
9	68,387	69,664	73,447	74,717	78,691	80,232	81,508	83,953
10	74,711	76,037	80,149	81,486	86,064	87,401	88,723	91,386
14	75,014	76,341	80,453	81,787	86,369	87,702	89,027	91,697
19	75,799	77,129	82,487	83,831	88,443	89,786	91,121	93,855

Eligibility:

B+45 = must be attained by the beginning of 06-07; all teachers receiving B+45 will be grandfathered

M+30 = must be attained as of 2013-2014; all teachers receiving M+30 will be grandfathered

M+60 = must be attained by the beginning of 08-09; all teachers receiving M+60 will be grandfathered

2. Advancement on Salary Schedule
 - A. Bachelors Degree with 15 additional hours of graduate or approved study.
 - B. Masters Degree.
Bachelors Degree with 45 additional hours of graduate or approved study.
As of September, 2006, individuals who have attained B+45 shall be grandfathered into the M salary column. After September, 2006, B+45 will no longer be available for column movement.
 - C. Masters Degree with 15 additional hours of graduate or approved study.
 - D. Masters Degree with 30 additional hours of graduate or approved study.
 - E. Masters Degree with 60 additional hours of graduate or approved study.
As of September, 2008, individuals who have attained M+60 shall be grandfathered into the M+60 column. After September, 2009, M+60 will no longer be available for column movement.
As of September, 2014, individuals who have attained M+30 shall be grandfathered into the M+30 column. After October, 2013, M+30 will no longer be available for column movement.
 - F. Two Masters Degrees provided one of the Masters Degrees is in the subject field of the teacher; CAGS; or an earned Doctorate of Philosophy or Education.
 - G. Master Teacher provided the teacher holds current National Board Certification.
 - H. Effective September 1, 2015, any teacher who receives an overall Unsatisfactory summative rating and has been placed on an Improvement Plan is not eligible for a step increase. Upon the member's next overall summative rating of Proficient or Exemplary, that member shall have his/her step restored effective the first day of the following school year.
3. Teacher Eligibility for Column Movement
 - A. In order for teachers to be eligible for the additional pay outlined above, teachers must receive course approval from the Superintendent prior to the taking of each course.
 - B. Changes in the schedule for individual teachers shall be made once a year, on October 1, provided, however, that documentation from the particular institution has been submitted to the Superintendent prior to the effective date of the change.
4. Placement on Salary Schedule
 - A. Placement on the Salary schedule shall be equivalent to the number of years teaching (Example: a second-year teacher shall be on the second step of the Salary Schedule).

Teachers shall advance on the salary schedule one step annually (except as noted in Article XV, Section F).
 - B. Any teacher new to the Wareham School System will be placed on the appropriate column of the salary schedule. Step placement shall be at the discretion of the Superintendent, but may not exceed the teacher's number of years teaching. Such placement shall not be grievable nor arbitrable.
5. Method of Salary Payment

Annual Salaries shall be paid in twenty-six (26) equal installments to be paid during the school year.

6. Longevity
 Bargaining unit members with fifteen (15) completed years of service in Wareham may elect a longevity payment of \$3,333.33 per year for the three (3) consecutive years that follow the member's acceptance of this section. Effective Sept. 1, 2017, this amount will be \$3,433.33. Effective Sept. 1, 2018, this amount will be \$3,536.33. Effective Sept 1, 2019, this amount will be \$3,642.42. Bargaining unit members will be entitled to the entire sum of the amount in effect during the year of implementation plus the amounts in effect during the two subsequent years. Payment will continue until the remaining credit is exhausted. Any bargaining unit member who wishes to receive this payment shall so notify the Superintendent in writing no later than October 1 preceding the first school year in which the longevity benefit is to become effective. Twelve (12) new bargaining unit members per school year shall be eligible to receive this payment. Selection shall be on the basis of seniority. Should a bargaining unit member not be selected in a specific year, that member shall be the first selected in the succeeding year.

7. Longevity
 In any three (3) consecutive school years, any bargaining unit member, who was employed during the 1991-92 school year, may receive a longevity benefit of \$1,667.00. Effective Sept. 1, 2017, this amount will be \$1717.00. Effective Sept. 1, 2018, this amount will be \$1768.52. Effective Sept 1, 2019, this amount will be \$1812.58. Bargaining unit members will be entitled to the entire sum of the amount in effect during the year of implementation plus the amounts in effect during the two subsequent years. After the bargaining unit member has received longevity for three (3) years, the bargaining unit members' salary shall revert to the benefits as specified in Article XXX. Any eligible bargaining unit member who wishes to receive this benefit shall so notify the Superintendent in writing no later than October 1 preceding the first school year in which the longevity benefit is to become effective.

8. Death Benefits
 In the event of the death of a teacher, all severance benefits the teacher would have received upon retirement or upon leaving Wareham will be promptly distributed to his/her estate.

9. Extended Year Teacher/Administrator Positions
 The Extended Year position will be available for all grade levels. This position will increase the school year by 20 half days for the summer program (5 weeks, 4 days each week, 3 hours of instruction and 1 hour of preparation each day). Salary will be computed on a 205-day work year. Appointment to this position will be for one year and will be renewed annually. The salary will be that of regular school year contractual placement on the teacher's salary schedule plus:

	2017-18	2018-19	2019-20
Coordinator of the Summer School Program	\$3,530	\$3,636	\$3,745
Teacher	\$2,621	\$2,700	\$2,781

10. Salaries of Guidance Counselors, School Psychologists and Speech Therapists*
 A. Guidance Counselors and School Psychologists shall be paid the salary that they would ordinarily receive as a teacher, plus an additional:

2017-18	2018-19	2019-20
\$571	\$588	\$605

B. Work Year – Workday

Guidance Counselors shall work the same year and day as a teacher. However, due to the nature of the work that Counselors perform, it is often necessary to meet with students, parents, faculty and others after the normal school day is over. Counselors shall continue to arrange and/or to attend such meetings as is mutually agreeable to the parties involved. Additionally, High School Guidance Counselors shall work five days beyond the school year, and shall be compensated for each such day at their per diem rate of pay.

Footnote: The additional monies per contract year will be granted only to those Speech Therapists who have received the Certificate of Clinical Competence in Speech-Language Pathology, as issued by the American Speech-Language-Hearing Association.

C. School Psychologists, Grade K-8 Team Chairs and K-8 Guidance Counselors shall, in consult with their building principal, work two additional days beyond the school year and shall be compensated for each such day at their per diem rate of pay.

11. Salaries of Special Needs Teachers

Special Needs Teachers shall be compensated in accordance with the teachers' salary schedule. Notwithstanding, Special Needs Teachers employed prior to September 1, 1978, or otherwise currently receiving \$500 shall continue to receive an additional \$554 over and above their salaries as teachers.

12. Teacher of Distributive Education

The salary of the Distributive Education Teacher is adjusted to allow for a month's work during the summer. S/he is compensated one-tenth (1/10) of a year's salary for the summer month.

13. Salary of the Work-Study/Work-Experience Counselor

The Work-Study/Work-Experience Counselor shall receive compensation for this position in the amount of:

2017-18	2018-19	2019-20
\$286	\$295	\$304

14. Curriculum Workshops and Committees

It is agreed and understood that the predeterminations and description of each of the designations set forth herein shall be made by the Curriculum Management Committee with the approval of the Superintendent. Participation in each will be strictly voluntary and made only with informed consent.

- a. Trainings – local professional development for the purpose of implementing a new program or curriculum. Trainings shall be local, with no out-of-district travel required; may require a minimal amount of outside preparation such as required reading(s); and may be conducted during the school year or during the summer months. Every effort will be made to schedule trainings immediately after school is released in June, or the week prior to the start of the next school year. Postings for individual trainings shall stipulate the total number of hours for each training.

Payment shall be calculated at the hourly rate of:

2017-18	2018-19	2019-20
\$34.33	\$35.36	\$36.42

- b. Out of district Workshops or Courses – offered through DESE, DSAC or the district for the purpose of meeting DESE requirements and/or to enrich the district’s curriculum and programs. These workshops or courses may be necessary to meet state mandates. Participation is voluntary. Enrollment may be limited. Participants may avail themselves of course reimbursement funds to receive available course credit. The district shall pay enrollment fees, reimburse for mileage, and a daily rate of:

2017-18	2018-19	2019-20
\$103	\$106	\$109

- c. Instructors of workshops that occur within the work day will be paid for prep time at the hourly rate of:

2017-18	2018-19	2019-20
\$34.33	\$35.36	\$36.42

- d. Advisory Committees which meet irregularly a few times during the year - \$0.00

- e. All committees and workshops shall be paid an hourly rate of:

2017-18	2018-19	2019-20
\$34.33	\$35.36	\$36.42

If any teacher acts as an instructor, s/he shall be compensated for preparation time equal to the rate of one hour prep for each three-hour workshop/committee (1.33 times the hourly rate).

- f. Summer School Teachers: paid at curriculum rate including prep time (see *e* above).
NOTE: This does not include SPED personnel who have always been paid their per diem rate for the summer SPED programs.
- g. Teachers, who through the school, conduct home tutoring for students shall be compensated at the curriculum rate (see *e* above).
- h. AP teachers shall be paid for all hours beyond the regular student day at the curriculum rate including prep time (see *e* above).

The positions stated above shall be posted in all faculty rooms ten (10) days before the final date by which the application must be submitted.

15. Audio-Visual Director

The salary of Audio-Visual Director, if held by a teacher, is adjusted to allow for 20 days or 130 hours to complete AV related activities during the school day, and/or during the school year (including occasional nights and during the summer). S/he shall be compensated at one-tenth (1/10) of a year's salary for this additional work. This position, if held by a teacher, allows for a duty-free schedule and four (4) teaching periods.

16. School Councils

Teachers elected to serve on school councils will receive compensatory time for their participation in after school council meetings. Compensatory time may be taken the day of and the day after a meeting. Should a meeting be scheduled on the day prior to the last day of the work week, the teacher may take the next regular workday for his/her compensatory time. Teachers on school councils who are entitled to compensatory time may leave ten (10) minutes after student dismissal time unless the teacher has a conference, scheduled meeting or bus duty, in which case the teacher may leave at the completion of the assigned duty.

17. Extended Day Programs

Extended Day Elementary Programs (grades PreK-4) shall be scheduled for duration of eight consecutive weeks, two sessions per week running from 3:00 p.m. to 4:00 p.m. Compensation shall be in the amount of:

2017-18	2018-19	2019-20
\$754	\$777	\$800

Extended Day Middle School Programs (grades 5-8) shall be scheduled for duration of eight weeks, two sessions per week running from 2:15 p.m. to 3:30 p.m. Compensation shall be in the amount of:

2017-18	2018-19	2019-20
\$686	\$707	\$728

Extended Day High School Programs (grades 9-12) shall be scheduled for duration of eight consecutive weeks, one session per week running from 2:20 p.m. to 3:30 p.m. Compensation shall be in the amount of:

2017-18	2018-19	2019-20
\$342	\$352	\$363

Teachers may teach more than one session and students may be scheduled for two sessions.

Differences in stipends reflect variations in the contractual end of the regular school day for each Extended Day Program as per the current Agreement between the Association and the Committee.

Extended Day Programs are intended to remediate specific academic or study skills. Groups of students shall be organized, as much as possible, in grade level and/or academic subject specific groups. Remedial academic class sizes will range from 10 to 16 students with a preferred enrollment of 10. Classes for the reinforcement of study skills or for directed homework may range up to twenty (20) students. Individual student progress will be reported to the parents and regular classroom teacher at the conclusion of the session.

18. Community Service Learning Building Facilitators

Community Service Learning Building Facilitators shall receive an annual stipend as follows:

	2017-18	2018-19	2019-20
Minot Forest	\$945	\$973	\$1,002
Decas	\$1,007	\$1,038	\$1,069
Wareham Middle	\$1,007	\$1,038	\$1,069
Wareham High School	\$945	\$973	\$1,002

19. **Academic Core Teachers and Community Service Learning Supervisor**
 Academic Core Teachers and the Community Service Learning Supervisor will be required to work an additional ten (10) days per year at the per diem rate. These days will be scheduled in consultation with the teachers. Every effort will be made to find mutually agreeable dates for these days. Unless otherwise mutually agreed, a minimum of sixty (60) days' advance notice will be given to the teachers. For the Core Academic Teachers, the work will involve curriculum development, test data analysis and reporting information to classroom teachers.

20. **Academic Core Lead Teacher and Community Service Learning Supervisor**
 The Academic Core Lead Teacher and the Community Service Learning Supervisor will work an additional seventy-five (75) additional hours at the curriculum rate to handle administrative details associated with the position including, but not limited to, curriculum development, grants management (if applicable) and other duties specifically related to the position as assigned by the Superintendent. Teaching responsibilities will be determined by the administration. The Core Lead Teacher and the CSL Supervisor will receive an annual stipend of:

2017-18	2018-19	2019-20
\$2,573	\$2,649	\$2,729

21. **Title I Supervisor**
 The Title I Supervisor shall maintain full-time teaching duties within the Wareham Public School System. S/he shall maintain a log of activities documenting the work completed and hours worked and submit monthly time sheets for his/her salary compensation. S/he will be compensated for a total of one hundred fifty (150) hours paid at the curriculum rate.

22. **Lead Teachers**
 Lead Teachers shall receive an annual stipend of:

2017-18	2018-19	2019-20
\$4,569	\$4,706	\$4,847

23. **Mentor Teachers – Mentor Trainer**
 A Mentor Teacher must have five (5) years of teaching experience, with at least three (3) years in the Wareham Public Schools. Payment shall be as follows:

	2017-18	2018-19	2019-20
Mentor Teacher annual stipend	\$520	\$536	\$552
Additional annual stipend for each additional protégé	\$261	\$268	\$276

The Mentor Trainer will be compensated at his/her hourly rate.

24. Equity Coordinators
Equity Coordinators shall receive an annual stipend which will be paid in two (2) equal payments, January 15 and the end of the school year as follows:

	2017-18	2018-19	2019-20
Minot Forest	\$456	\$470	\$484
Decas	\$456	\$470	\$484
Middle School	\$686	\$707	\$728
High School	\$686	\$707	\$728

25. Destination Imagination Coordinators
Destination Imagination Coordinators shall receive an annual stipend of:

2017-18	2018-19	2019-20
\$828	\$853	\$879

26. Advisory
The Advisory period shall serve to disseminate and collect student forms and act as a “homeroom.” The Advisory period will not impact Teacher Preparation Time and Work Load. Any material additional responsibilities during Advisory shall be voluntary and shall be compensated at the curriculum rate outlined in Appendix A, Section 14.

27. Supervisor of Attendance
The Wareham Middle School Guidance Counselor shall serve as Supervisor of Attendance at Wareham Middle School and shall be paid an annual stipend of:

2017-18	2018-19	2019-20
\$721	\$743	\$765

28. When the district initiates a new committee that includes the participation of Unit A members, the Superintendent shall notify the Association of that committee. The notification shall include the committee’s purpose and the estimated number of hours per month. The Committee and/or the Superintendent and the Association shall meet to determine and agree upon what, if any, stipend or other compensation is appropriate for work on this committee. Any stipends and or compensation shall be codified in a Memorandum of Agreement.

Appendix B - Coaches Salaries

A. Athletic Director

The salary for the Athletic Director is as follows:

2017-18	2018-19	2019-20
\$9,120	\$9,393	\$9,675

The position of Athletic Director shall be assigned a teaching load of three (3) class periods and there shall be no assigned duties.

B. Head Coach Salaries

New coaches shall start at Step 1. Coaches shall advance one step annually.

Group I		2017-18	2018-19	2019-20
Football Head	Step 1	\$6,078	\$6,260	\$6,448
	Step 2	\$6,837	\$7,042	\$7,254
	Step 3	\$7,600	\$7,828	\$8,063
Group II				
Basketball Head	Step 1	\$4,902	\$5,049	\$5,200
Field Hockey Head	Step 2	\$5,320	\$5,480	\$5,644
Soccer Head	Step 3	\$6,078	\$6,260	\$6,448
Ice Hockey Head				
Group III				
Baseball Head	Step 1	\$3,041	\$3,132	\$3,226
Spring Track Head	Step 2	\$3,801	\$3,915	\$4,032
Winter Track Head	Step 3	\$4,902	\$5,049	\$5,200
Softball Head				
Trainer (per year)				
Group IV				
Cross Country Head	Step 1	\$2,659	\$2,739	\$2,821
Golf Head	Step 2	\$3,041	\$3,132	\$3,226
Tennis Head	Step 3	\$3,421	\$3,523	\$3,629
Volleyball Head				
Group V				
Fall Cheerleading Head	Step 1	\$1,898	\$1,955	\$2,014
Winter Cheerleading Head	Step 2	\$2,280	\$2,349	\$2,419
Physical Fitness Head	Step 3	\$2,659	\$2,739	\$2,821

C. Assistant Coach Salaries

Assistant Coaches will receive sixty percent (60%) of their appropriate step. Newly appointed coaches shall start at sixty percent (60%) of Step 1. In sports with three (3) or more assistants, one assistant will be named first assistant and receive an additional stipend of:

2017-18	2018-19	2019-20
\$113	\$117	\$120

Coaches shall advance one step annually.

D. Intramural Instructors

Fall positions - Winter positions - Spring positions
Each season shall be eight (8) weeks with a stipend of:

2017-18	2018-19	2019-20
\$1,114	\$1,148	\$1,182

Appendix C – Advisors

A. Salary Schedule

	2017-18	2018-19	2019-20
Level I	\$725	\$747	\$769

High School

Art
 Astronomy Club
 Band Assistant
 Book
 Class Advisor-Grade 9
 Class Advisor-Grade 10
 Debate
 Drama Assistant
 Engineering
 Environmental Awareness
 Faith
 Foreign Language
 Garden
 Jr. National Honor Society
 Medical Careers
 Multicultural
 Peer Leaders
 Peer Mediation
 Quilting
 Safe Schools Alliance
 Science Club
 Tomorrow’s Teachers

Middle School

Art
 Band
 Chess/Mahjong
 Chorus
 Environmental Awareness
 Garden
 Guitar
 Junior Engineering
 Math – Grade 6
 PE Student Leaders
 Peace Builders
 Peer Mediation
 SADD
 Writer’s Workshop
 Weather

Elementary

Honor Society

	2017-18	2018-19	2019-20
Level II	\$1,016	\$1,046	\$1,077

High School

Chess
 Choir
 Literary Magazine
 Science Fair

Middle School

Class – Grade 8
 Natures Classroom
 Scrabble Club
 Yearbook
 PBIS (1 position)

Elementary

Yearbook (each school)
 PBIS (1 at each school)

	2017-18	2018-19	2019-20
Level III	\$1,451	\$1,495	\$1,540

High School
 Class – Grade 11
 Class – Grade 12
 Code
 Color Guard/Flag Corp
 SADD
 Math

Middle School
 Drama
 Honor Society
 Student Newspaper

	2017-18	2018-19	2019-20
Level IV	\$2,037	\$2,098	\$2,161

High School
 DECA (2 positions)
 Nat. Honor Soc. w/Honor Bowl
 Student Government
 Newspaper (duty free)

Middle School
 Multicultural
 Renaissance
 Student Council
 Washington D.C.

	2017-18	2018-19	2019-20
Level V			
Elementary			
Band	\$2,883	\$2,969	\$3,059
High School			
Accountant (athletics & extracurricular)	\$4,128	\$4,252	\$4,380
Aquaculture (per trimester)	\$2,027	\$2,088	\$2,150
Band	\$4,477	\$4,612	\$4,750
Drama	\$3,818	\$3,933	\$4,051
Video	\$2,883	\$2,969	\$3,059
Yearbook (duty free)	\$2,770	2,853	2,938
Freshman Safety Net Program	\$3,376	3,478	3,582

B. Payment of Advisor Salaries

1. If the advisor position is a half-year position, the advisor shall be paid at the completion of his/her duties. If the position is a full year position, the advisor shall receive two equal payments. Payments shall be made on or about January 15 and at the end of June of the school year that such position is held.
2. Clubs must have a minimum of five (5) participating students. Annually, an initial report shall be submitted to the Principal establishing the anticipated goals for the club/activity listed in Section A above. An annual report must be completed and submitted to the Principal by June 1 before final salary reimbursement is issued. If the report is not made the advisor(s) will not be paid.
3. Newly formed clubs and activities must receive prior recommendation from the building Principal. The Principal will request the endorsement of the Committee and the Committee may recognize that position. Once recognized, the advisor is eligible to receive payment of Level I compensation subject to the provisions stated above. In addition, an interim report must be filed with the Principal. These newly created positions are viewed as "pilot programs". The Association and Committee agree to negotiate these positions at the conclusion of their first year.

Appendix D – Nurses

- A. All the Articles of this Agreement between the Committee and the Association apply to Nurses except the following:

Article XIX - Length of Work Year and Workday
Article XX - Teacher Assignment and Transfer
Article XXI - Teacher Preparation Time and Work Load
Article XXII - Class Size
Article XXXII - Reduction in Force

B. Work Year and Workday

The work year for nurses shall be consistent with the days teachers work with and without students. The workday for nurses shall be consistent with the workday of the teachers within the building to which a nurse is assigned. Any days worked beyond the year's total shall be compensated at the appropriate per diem of the nurse.

C. Reduction in Force

1. In the event it becomes necessary to reduce the number of nurses in the bargaining unit, said nurses shall be reduced in the inverse order of seniority and shall be recalled in the inverse order of layoff.
2. Seniority shall be defined as the length of continuous service in the Wareham Public Schools in a professional position represented by the Association. Seniority shall be computed from the date of first employment, i.e. first day of work. In the event of ties a lottery will be conducted to break the specific ties. A seniority list of nurses shall be included with the teachers seniority list as per Article XXXII, Section C1 and C2.
3. Leaves of absence provided in this Agreement and/or approved by the Committee shall not be deemed to interrupt continuous service. Such leaves shall not count toward seniority. Nurses on Leave of Absence shall be eligible to be laid off as

though they were currently serving on active duty.

4. Whenever possible, written notification of pending layoff will be completed by May 15 for the following school year. In the event of a decision to RIF during the school year, nurses being laid off will be given at last thirty (30) calendar days' notice.
 5. Nurses shall have recall rights for two (2) complete years from the effective date of the layoff.
 6. Subject to applicable law, nurses shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the nurse pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contributions by the Committee or the town for such nurse's insurance.
 7. Upon return to employment from the recall list, nurses will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoff. Nurses laid off during the school year, upon return, will be placed on the next step of the salary schedule if they had served in a minimum of ninety-two (92) days during the year of layoff. Nurses filling temporary vacancies at the time of layoff shall have no recall rights.
- D. **Salary Schedule for Nurses**
Salaries for nurses shall be obtained from Appendix A - Basic Salaries, using the Bachelor's Degree column through the Masters Degree column. Nurses shall advance on the salary schedule annually.
- E. **Point Person**
A Point Position shall be posted and appointed. The nurse so designated shall forward information from school administration to all other nurses. The point person shall receive annual compensation in the amount of \$554.
- F. Should a half-time position become full-time, the nurse in this half-time position may, at his/her option, fill the full-time position.

Appendix E - Department Chairs, Deans, Instructional Leaders, and Curriculum Leaders

- A. All the Articles of this Agreement between the Committee and the Association apply to Department Chairs and Curriculum Leaders except as follows:
Article XIII - Sick Leave
Article XIX - Length of Work Year and Workday
Article XX - Teacher Assignment and Transfers
Article XXI - Teacher Preparation Time and Work Load
Article XXII - Class Size
- B. **Salary Schedule**
1. The base to be used in calculating the salaries of Department Chairs for PreK/K-12 shall be: 1.00 equals the salary person would receive as a teacher with the same level of training and credible experience. (Refer to Appendix A - Basic Salaries)
 2. Up to 50 percent (50%) of recent similar administrative experience may be credited for newly appointed administrators.

3. **Salary Adjustment Schedule and Work Year for Department Chairs of PreK/K-12**

Grade K-12 Fine Arts Department Chair

Grade K-12 Mathematics Department Chair

Grade PreK-12 Health & Physical Education Department Chair

Step 1 1.06

Step 2 1.08

Step 3 1.10

Step 4 1.12

Step 5 1.14

Step 6 1.16

The work year shall be consistent with the teacher work year plus ten (10) additional work days. Department Chairs PreK/K-12 shall not be required to work during school vacations.

The Grade PreK-12 Health & Physical Education Department Chair position shall be revisited by the end of June, 2007 so as to review the impact of Wellness Coordinator duties. The ten added days required of the Grade PreK-12 Health & Physical Education Department Chair shall be flexible.

4. **Salary Adjustment Schedule and Work Year for Department Chairs of Grades 9-12**

The work year for Department Chairs shall be 191 days. The annual salary for these additional work days shall be incorporated into the annual salary of the department chairs. The salary shall be \$9,300.00. Additional hours shall be compensated at the curriculum rate. Department Chairs shall not be required to work during school vacations.

5. **Salary Adjustment Schedule and Work Year for Curriculum Leaders of 6-8**

Curriculum Leaders shall complete a minimum 100 hours. The salary for intra year hours shall be incorporated into the annual salary of the curriculum leader.

Curriculum Leaders may be required to complete up to ten (10) hours during the summer, paid at the curriculum rate. Curriculum Leaders shall not be required to work during school vacations. The salary shall be \$3216.

6. **Salary Adjustment Schedule and Work Year for High School Deans**

High School Deans shall receive an annual stipend of \$5,000.00. The work year for each Dean shall be 187. Additional hours shall be compensated at the curriculum rate.

B. Sick Leave

The number of sick days for Department Chairs and Curriculum Leaders shall be equal to ten percent (10%) of their total work year. The maximum accumulation of sick leave days shall be 130.

C. Salary Adjustment Schedule and Work Year for Instructional Leaders

Instructional Leaders shall receive an annual stipend of \$2,600.00 plus training and support hours paid at the agreed contract rate. Participation in the Instructional Leadership Team shall be paid at the agreed contract rate.

Appendix F- Evaluation

See the Wareham/Massachusetts Department of Elementary and Secondary Education Educator Evaluation system.

Appendix G - Form A
Intensive Assistance
Notice

I wish to notify you that I am considering placing you in Intensive Assistance because of the following:

Prior to making a final determination I wish to meet with you on _____ at _____.

You are encouraged to have WEA representation to this meeting.

Teacher's Signature*

Date

Principal/Director's Signature

Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

**Appendix G - Form B
Intensive Assistance
Determination Report**

Teacher's Name _____

Date _____

This form is to be completed by the evaluator following the determination meeting with the teacher and the WEA representative (if applicable).

Check one:

_____ I have determined to take no action.

_____ I have determined to place you in the Comprehensive year for the following reasons:

_____ I have determined to place you into intensive assistance for the following reasons:

Teacher's Signature *

Principal/Evaluator's Signature

Date

Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

Appendix G - Form C
Intensive Assistance
Assistance Team Plan

Team Members:

Teacher: _____ Signature: _____

Principal/Director: _____ Signature: _____

*Peer assistant(s): _____ Signature: _____

Other evaluator/observer(s): _____ Signature: _____

Date: _____

Standard Area:

The problem:

Performance Goals:

Strategies, activities, and timetable:

Support structures:

Data collection method and sources:

Evidence for progress:

Appendix G - Form D
Intensive Assistance
Summative Report

Recommendation:

- Return to the Comprehensive evaluation cycle
- Continue in Intensive Assistance (Maximum of six (6) consecutive cycles)
- Initiate Dismissal Process
- Other (explain):

Teacher's Signature *

Principal/Director's Signature

Date

Date

* Note: Signature does not signify agreement with contents, but only signifies receipt of a copy of the form.

**APPENDIX H
DISABILITY LEAVE REQUEST**

Dear Physician:

Ms. _____ is a Wareham teacher who has applied for a disability leave of absence. In order to determine whether she is eligible to use sick leave for a portion of the maternity leave of absence, which is given automatically, she must demonstrate that she is disabled from performing her duties as a teacher. In order to process the claim for sick leave, we need this signed form and supporting information:

I, _____, certify that _____
(physician's name printed) (name of teacher)

is disabled from performing her duties as a teacher from _____
(date)

through _____.
(date)

Signature & Title

Please attach to this form a detailed explanation of the nature of the disability which makes her incapacitated from teaching and the anticipated date of recovery. Please provide the reasons behind your judgment as to the anticipated dates of disability.

Please note that we reserve the right to require an independent medical examination concerning the attending physician's medical opinion as to actual disability.

Thank you for your cooperation in this matter.

Very truly yours,

Superintendent of Wareham Public Schools

TEACHER SICK BANK DONATION FORM

Upon attaining professional teacher status, you are eligible to become a member of the WEA sick bank. To become a member, you must complete this form indicating that you are donating one day initially. This form must be completed and returned to the Superintendent's Office by September 15 of the current school year.

Yes, I want to join the WEA sick bank:

Name: _____ Date: _____

No, I do not want to join the WEA sick bank at this time:

Name: _____ Date: _____